



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Approving One-Year Extension of 2007 Tree Trimming Contract with West Coast Arborists, Inc., of Stockton, for Fiscal Year 2010/11 (\$40,000)

MEETING DATE: June 16, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving a one-year extension of the 2007 Tree Trimming contract with West Coast Arborists, Inc., of Stockton, for Fiscal Year 2010/11 in an amount not to exceed \$40,000.

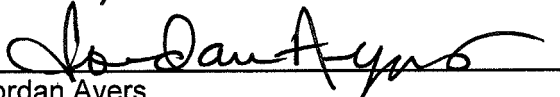
BACKGROUND INFORMATION: This project provides for the structural pruning and maintenance trimming of trees in the City's grid program. The proposed work is based on the existing grid pruning contract price that was first awarded to West Coast Arborists, Inc., on February 21, 2007. The contractor has offered to extend the existing contract for an additional (third) year with no cost increase.


To date, the contract has resulted in the pruning of 2,390 trees with very good results. This represents approximately 22 percent of all street trees since 2007 and, at this rate, all City trees will be pruned on a 13-year cycle.

The contract includes a renewal option, if mutually agreed by the parties. West Coast Arborists, Inc., has agreed to extend the contract for an additional year at the 2009/10 prices for both grid pruning and optional bid items such as emergency tree removal, and stump grinding. If approved, grids 8 and 9 will be pruned during the course of FY 2010/11.

FISCAL IMPACT: Regular pruning will reduce claims resulting from falling limbs upon private property.

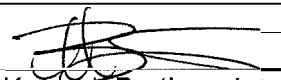
FUNDING AVAILABLE: Funded by the Fiscal Year 2010/11 Streets and Drainage operating budget (32 15036).


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by Curtis Juran, Streets and Drainage Superintendent
FWS/CJ/dsg
cc: Ray Fye, Tree Operations Supervisor

APPROVED:


Konradt Bartlam, Interim City Manager

CONTRACT EXTENSION AGREEMENT

2010/2011 TREE TRIMMING ANNUAL CONTRACT

THIS CONTRACT EXTENSION AGREEMENT, made and effective this 1st day of July, 2010, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Owner", and WEST COAST ARBORISTS, INC., hereinafter called "Contractor."

W I T N E S S E T H:

1. CONTRACT: Contractor and Owner, entered into the 2007 Tree Trimming Contract on March 1, 2007. The parties desire to extend the contract.
2. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of one (1) year, commencing immediately and terminating June 30, 2011. The Contract may be extended by mutual agreement of the parties, and with City Council approval, for an additional term as specified. All other terms and conditions will remain as set forth in the 2007 Tree Trimming Contract, attached hereto as Exhibit A and made a part hereof as though fully set forth herein.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract Extension Agreement on _____, 2010.

CITY OF LODI, a municipal corporation
hereinabove called "Owner"

WEST COAST ARBORISTS, INC.
hereinabove called "Contractor"

KONRADT BARTLAM
Interim City Manager

VICTOR M. GONZALES
Vice-president, Director of Marketing

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

JANICE D. MAGDICH, Deputy City Attorney



**TREE TRIMMING
2007****SECTION 4
CONTRACT**

THIS CONTRACT, made by and between the CITY OF LODI, State of California, herein referred to as "**City**" and West Coast Arborists, Inc., herein called "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bond

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation Agency,
Department of Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.000, of the General Stipulations, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary to perform tree pruning of approximately 310 trees as described in Grid A. Grid Pruning may include, but is not limited to, structural pruning, crown raising and/or crown reduction, mistletoe removal, cleaning and light thinning, and palm tree pruning. All work shall be completed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., crane), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

The area and quantity is as follows:

<u>Area Boundaries</u>	<u>Number of Trees</u>	<u>Working Days</u>
<u>GRID A</u>		
Grid A is defined by Pine Street, Church Street, Hutchins Street, and Lodi Avenue. (See Appendix A, Grid A, for exact areas)	approx. 310	30

TREE TRIMMING 2007

BID SUMMARY

**Price per tree to prune for all small, medium,
and large trees as described above.**

Price Per Tree \$ 59.00

References must be submitted with bid proposal as described in Section 2.1400

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the Mayor has executed the contract and to diligently prosecute to completion within the allotted number of working days:

The area and quantity is as follows:

<u>Area Boundaries</u>	<u>Number of Trees</u>	<u>Working Days</u>
<u>GRID A</u>		
Grid A is defined by Pine Street, Church Street, Hutchins Street, and Lodi Avenue. (See Appendix A, Grid A, for exact areas)	approx. 310	30

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS, CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

West Coast Arborists, Inc.
CONTRACTOR

Dated: March 1, 2007

Authorized Signature

Patrick Mahoney, President
Title

Corporation
TYPE OF ORGANIZATION

Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

2200 E. via Burton St.
Address

Anaheim, CA 92806

(800) 521-3714
Telephone

CITY OF LODI
a Municipal corporation

Bob Johnson, Mayor

Attest:

Randi Juhl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney

Optional Bid Items

These items will not be a **part** of the bid tabulation for award purposes, but must be completed for the bid to be considered.

OPTIONAL GRID PRUNING

<u>Area Boundaries of</u>	<u>Number Trees</u>	<u>Working Days</u>
<u>GRID B</u>		
Grid B is defined by Locust Street, Church Street, Hutchins Street, and Elm Street. (See Appendix A, Grid B, for exact areas)	approx. 300	30
Price for all small, medium, and large trees as described above, Optional Grid B.	Price Per Tree \$ <u>59.00</u>	

<u>GRID C</u>		
Grid B is defined by Lockeford Street, Crescent Avenue, Hutchins Street, and Locust Street. (See Appendix A, Grid C, for exact areas)	approx. 280	30
Price for all small, medium, and large trees as described above, Optional Grid C .	Price Per Tree \$ <u>59.00</u>	

<u>GRID D</u>		
Grid B is defined by Elm Street, Crescent Avenue, Hutchins Street, and Pine Street. (See Appendix A, Grid B, for exact areas)	approx. 295	30
Price for all small, medium, and large trees as described above, Optional Grid D.	Price Per Tree \$ <u>59.00</u>	

1. FULL PRUNE BASED ON SERVICE OR SPECIAL REQUESTS

Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

0"-6" dbh	per tree	\$ <u>25.00</u>
7"-12" dbh	per tree	\$ <u>55.00</u>
13"-18" dbh	per tree	\$ <u>95.00</u>
19"-24" dbh	per tree	\$ <u>150.00</u>
25"-30" dbh	per tree	\$ <u>250.00</u>
31" dbh & over	per tree	\$ <u>450.00</u>

2. CLEARANCE PRUNE

Trees will be raised to a standard height established by the City for the purpose of creating adequate room for utility vehicles, paving equipment, pedestrian traffic, clearance for buildings and signs in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis,

Small, Medium & Large trees	per tree	\$ <u>29.00</u>
-----------------------------	----------	-----------------

3. TREE & STUMP REMOVAL

City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled with clean top soil; as well as having all debris cleaned up and hauled away.

Tree and stump removal	per dbh inch	\$ <u>25.00</u>
Tree and stump removal over 30"	per dbh inch	\$ <u>40.00</u>
Tree removal only	per dbh Inch	\$ <u>15.00</u>
Tree removal only over 30" dbh	per dbh inch	\$ <u>30.00</u>
Stump removal only	per diameter inch	\$ <u>15.00</u>

4. TREE PLANTING

Planting includes the tree root barrier (when required by specifications), stakes, ties, and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor must guarantee the life of the tree for a period of ninety (90) days, excluding vandalism and extreme weather conditions.

15 gallon tree with root barrier	per tree	\$ <u>165.00</u>
15 gallon tree without root barrier	per tree	\$ <u>125.00</u>
24 inch box tree with root barrier	per tree	\$ <u>275.00</u>
24 inch box tree without root barrier	per tree	\$ <u>235.00</u>

5. CREW RENTAL

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower, and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or pruning specific trees requiring immediate attention prior to their scheduled prune.

per hour	\$ <u>165.00</u>
----------	------------------

6. EMERGENCY RESPONSE

Contractor shall respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within two (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

per hour	\$ <u>225.00</u>
----------	------------------

7. SPECIALTY EQUIPMENT

22 – 25 Ton Crane with Certified Operator meeting accreditation as set for in the California labor Code, Title 8, Subchapter 7. General industry Safety Orders, Group 13. Cranes and Other Hoisting Equipment, Article 98. Operating Rules, \$5006.1 , Mobile Crane and Tower Crane-Operator Qualifications and Certification.

	per hour	\$ <u>105.00</u>
95 foot tower	per hour	\$ <u>50.00</u>
Front end loader	per hour	\$ <u>50.00</u>
Dump truck, 25 ton transfer	per hour	\$ <u>50.00</u>

8. ARBORIST SERVICES

	per hour	\$ <u>75.00</u>
--	----------	-----------------



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

March 15, 2010

Mr, Ray Fye
City of Lodi
Public Works
1331 SOUTH HAM LANE
Lodi, CA 95242

RE: RENEWAL OF TREE MAINTENANCE AGREEMENT FOR FY 2010-2011

Dear Mr. Fye,

We sincerely appreciate the work you and your staff has provided during this past year to help make this venture a success for the residents of Lodi, Since 2006, we have worked with the City to develop a "team effort" approach in the care of the City's urban forest,

The purpose of this letter is to inform the City that we agree to perform tree maintenance services under the same conditions, and **with no increase** in price, for **Fiscal Year 2010-2011**.

We recognize that municipalities remain challenged by substantial reductions in revenue and increased operating costs, By not increasing the price, we can help to ease the current financial strain, promote contractor stability and guarantee residents with quality tree care & customer service,

We look forward to continuing the strong relationship built between us, and to maintaining quality urban tree care service, Should you hcvе any questions or require additional information, please contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice-president, Director of Marketing

RECEIVED

MAR 17 2010

CITY OF LODI
MUNICIPAL SERVICE CENTER

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

RESOLUTION NO. 2010-91

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING ONE-YEAR EXTENSION OF THE 2007
TREE TRIMMING CONTRACT WITH WEST COAST
ARBORISTS, INC., FOR FISCAL YEAR 2010111

=====

WHEREAS, the tree trimming project provides for the structural pruning and maintenance trimming of trees in the City's grid program; and

WHEREAS, the current contract was awarded to West Coast Arborists, Inc., of Stockton, on February 21, 2007; and

WHEREAS, the contract contains options to renew, if mutually agreeable, and West Coast Arborists, Inc., has offered to extend the contract for an additional year honoring 2009/10 prices for both grid pruning and optional bid items such as emergency tree removal, and stump grinding.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve a one-year extension of the 2007 Tree Trimming contract with West Coast Arborists, Inc., of Stockton, California, in an amount not to exceed \$40,000.

Dated: June 16, 2010

=====

I hereby certify that Resolution No. 2010-91 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 16, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, and Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Mayor Katzakian

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk